

United States Bankruptcy Court  
Middle District of Pennsylvania

In re:  
William Bennett Gourley  
Kathleen Denise Gourley  
Debtor(s)

Case No. 20-02668-HWV  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0314-1  
Date Rcvd: Oct 16, 2020

User: AutoDocke  
Form ID: pdf002

Page 1 of 3  
Total Noticed: 38

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 18, 2020:**

Recip ID	Recipient Name and Address
db/jdb	+ William Bennett Gourley, Kathleen Denise Gourley, 125 Evergreen Street, Hummelstown, PA 17036-1207
5357461	+ AMERICAN DENTAL CARE LLC, 1135 E CHOCOLATE AVE STE 101, HERSHEY, PA 17033-1201
5357462	+ ATLANTIC EMERGENCY ASSOCIATES PA, 8 OAK PARK DRIVE, BEDFORD, MA 01730-1414
5357463	+ BOROUGH OF HUMMELSTOWN, 136 S HANOVER STREET, HUMMELSTOWN, PA 17036-2207
5357464	+ BUREAU OF ACCOUNT MGMT, 3607 ROSEMONT AVE STE 502, PO BOX 8875, CAMP HILL, PA 17001-8875
5357471	+ CONCENTRA, 4200 UNION DEPOSIT ROAD, HARRISBURG, PA 17111-2801
5357470	+ CONCENTRA, PO BOX 9011, BROOMFIELD CO 80021-9011
5357472	# DIVERSIFIED CONSULTANTS, INC, PO BOX 1391, SOUTHGATE, MI 48195-0391
5357473	+ ENDODONTICS ASSOCIATES, 1108 E CHOCOLATE AVENUE, HERSHEY, PA 17033-1241
5357474	+ GRAND VIEW MEMORIAL PARK, 500 N WEBER STREET, LEBANON, PA 17046-9389
5357475	+ HERSHEY PEDIATRIC CENTER, 441 E CHOCOLATE AVENUE, HERSHEY, PA 17033-1324
5357476	+ HUD/FHA, NATIONAL SERVICING CENTER, 301 NW SIXTH ST, STE 200, OKLAHOMA CITY, OK 73102-2811
5357477	+ INGRAM DAUGHERTY ORTHODONTISTS, 710 S 12TH STREET, LEBANON, PA 17042-6901
5357479	+ LOWER DAUPHIN SCHOOL DISTRICT, TRACY COOPER, PO BOX 364, HUMMELSTOWN, PA 17036-0364
5357480	+ MS HERSHEY MEDICAL CENTER, PATIENT FINANCIAL SERVICES, PO BOX 853 MC-A410, HERSHEY, PA 17033-0853
5357481	+ MSHMC PHYSICIANS GROUP, BILLING SERVICES, PO BOX 854, HERSHEY, PA 17033-0854
5357483	+ ORAL SURGERY ASSOCIATES, KENNETH D KNIPE DDS, 1253 COCOA AVENUE, HERSHEY, PA 17033-1715
5357484	+ PEERLESS CREDIT SERVICES, INC, PO BOX 518, MIDDLETOWN, PA 17057-0518
5357485	+ PENN STATE HEALTH HMC, ATTN: PATIENT FINANCIAL SERVICES, MC A410 PO BOX 853, HERSHEY, PA 17033
5357486	+ PINNACLE ANNVILLE FAMILY MEDICINE, PC, 1251 E MAIN STREET, ANNVILLE, PA 17003-1643
5357487	+ PNC MORTGAGE, BANKRUPTCY DEPT, 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342-5421
5357488	+ PPL ELECTRIC UTILITIES, ATTN: BANKRUPTCY DEPT, 827 HAUSMAN ROAD, ALLENTOWN PA 18104-9392
5357489	+ REC SOLUTION, PO BOX 699, NATCHEZ, MS 39121-0699
5357490	+ RECEIVABLE SOLUTIONS SPECIALSIT, INC, PO BOX 669, NATCHEZ, MS 39121-0669
5357491	+ SUEZ WATER PENNSYLVANIA, CUSTOMER SERVICE CENTER, 8189 ADAMS DRIVE, HUMMELSTOWN, PA 17036-8625
5357492	+ UDREN LAW OFFICES, PC, WOODCREST CORPORATE CENTER, 111 WOODCREST RD, STE 200, CHERRY HILL, NJ 08003-3620

TOTAL: 26

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
5357466	+ Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Oct 16 2020 19:19:00	CCB/GAMESTOP, PO BOX 182120, COLUMBUS, OH 43218-2120
5357467	+ Email/Text: dehartstaff@pamd13trustee.com	Oct 16 2020 19:19:00	CHARLES J DEHART, III, ESQ., 8125 ADAMS DRIVE STE A, HUMMELSTOWN PA 17036-8625
5358449	+ Email/Text: documentfiling@lciinc.com	Oct 16 2020 19:18:00	COMCAST, PO BOX 1931, Burlingame, CA 94011-1931

District/off: 0314-1  
Date Rcvd: Oct 16, 2020

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Total Noticed: 38

5357468	+ Email/Text: documentfiling@lciinc.com	Oct 16 2020 19:18:00	COMCAST CABLE (BK Notices), 1555 SUZY ST, LEBANON, PA 17046-8318
5357469	Email/Text: RVSVCBICNOTICE1@state.pa.us	Oct 16 2020 19:19:00	COMM OF PA DEPT OF REVENUE, BUREAU OF COMPLIANCE, PO BOX 280946, HARRISBURG, PA 17128-0946
5358091	+ Email/Text: ebnnotifications@creditacceptance.com	Oct 16 2020 19:18:00	Credit Acceptance, 25505 W Twelve Mile Rd, Suite 3000, Southfield MI 48034-8331
5357493	Email/Text: ra-li-occ-esbkpt-hbg@pa.gov	Oct 16 2020 19:18:00	UNEMP COMP OVERPAYMENT MATTERS, DEPT OF L&I - OFFICE OF CHIEF COUNSEL, 651 BOAS STREET 10TH FLOOR, HARRISBURG, PA 17121
5357478	Email/Text: sbse.cio.bnc.mail@irs.gov	Oct 16 2020 19:18:00	INTERNAL REVENUE SERVICE - CIO, PO BOX 7346, PHILADELPHIA, PA 19101-7346
5357482	+ Email/Text: Bankruptcies@nragroup.com	Oct 16 2020 19:19:00	NATIONAL RECOVERY AGENCY, 2491 PAXTON STREET, HARRISBURG, PA 17111-1036
5357494	+ Email/Text: ra-li-occ-esbkpt-hbg@pa.gov	Oct 16 2020 19:18:00	UNEMPL COMP TAX MATTERS, HARRISBURG CASES L&I OFF CHIEF COUNSEL, 651 BOAS STREET 10TH FLOOR, HARRISBURG, PA 17121-0751
5357495	Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Oct 16 2020 19:18:00	VERIZON BANKRUPTCY DEPT, 500 TECHNOLOGY DR, STE 550, SAINT CHARLES, MO 63304-2225
5357496	Email/Text: wfmelectronicbankruptcynotifications@verizonwireless.com	Oct 16 2020 19:18:00	VERIZON WIRELESS, 500 TECHNOLOGY DR, STE 550, SAINT CHARLES, MO 63304-2225

TOTAL: 12

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
5357465	##+	CAWLEY & BERGMANN, LP, 117 KINDERKAMACK RD STE 201, RIVER EDGE, NJ 07661-1916
jdb	*+	Kathleen Denise Gourley, 125 Evergreen Street, Hummelstown, PA 17036-1207

TOTAL: 0 Undeliverable, 1 Duplicate, 1 Out of date forwarding address

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 18, 2020                      Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 16, 2020 at the address(es) listed below:

Name	Email Address
Brian Nicholas	

District/off: 0314-1  
Date Rcvd: Oct 16, 2020

User: AutoDocke  
Form ID: pdf002

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on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bnicholas@kmlawgroup.com

Charles J DeHart, III (Trustee)

TWecf@pamd13trustee.com

Dorothy L Mott

on behalf of Debtor 1 William Bennett Gourley DorieMott@aol.com  
KaraGendronECF@gmail.com;mottgendronecf@gmail.com;bethsnyderecf@gmail.com

Dorothy L Mott

on behalf of Debtor 2 Kathleen Denise Gourley DorieMott@aol.com  
KaraGendronECF@gmail.com;mottgendronecf@gmail.com;bethsnyderecf@gmail.com

Kara Katherine Gendron

on behalf of Debtor 2 Kathleen Denise Gourley karagendronecf@gmail.com  
doriemott@aol.com;mottgendronecf@gmail.com;bethsnyderecf@gmail.com

Kara Katherine Gendron

on behalf of Debtor 1 William Bennett Gourley karagendronecf@gmail.com  
doriemott@aol.com;mottgendronecf@gmail.com;bethsnyderecf@gmail.com

Rebecca Ann Solarz

on behalf of Creditor PNC BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com

United States Trustee

ustpreion03.ha.ecf@usdoj.gov

TOTAL: 8

**LOCAL BANKRUPTCY FORM 3015-1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**IN RE:**  
**WILLIAM BENNETT GOURLEY**  
**aka William Gourley**  
**KATHLEEN DENISE GOURLEY**  
**Debtors**

**:** **CHAPTER 13**  
**:**  
**:** **CASE NO. 1:20-bk-02668**  
**:**  
**:** ☐ ORIGINAL PLAN  
**:**  
**:** ☒ FIRST AMENDED PLAN (indicate 1ST,  
**:** 2ND, 3RD, etc.)  
**:**  
**:** ☐ 0 Number of Motions to Avoid Liens  
**:**  
**:** ☐ 0 Number of Motions to Value Collateral

**CHAPTER 13 PLAN**

**NOTICES**

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

<b>1</b>	The plan contains nonstandard provisions, set out in § 9, which are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
<b>2</b>	The plan contains a limit on the amount of a secured claim, set out in § 2.E, which may result in a partial payment or no payment at all to the secured creditor.	<input checked="" type="checkbox"/> 1 Included	<input type="checkbox"/> Not Included
<b>3</b>	The plan avoids a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 2.G.	<input type="checkbox"/> 0 Included	<input checked="" type="checkbox"/> Not Included

**YOUR RIGHTS WILL BE AFFECTED**

**READ THIS PLAN CAREFULLY.** If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

**1. PLAN FUNDING AND LENGTH OF PLAN.**

**A. Plan Payments From Future Income**

1. To date, the Debtor paid \$150.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base plan is \$18,000.00, plus other payments and property stated in § 1B below:

Start mm/yy	End mm/yy	Plan Payment	Estimated Conduit Payment	Total Payment	Total Payment Over Plan Tier
10/2020	09/2025	\$300.00	\$		\$18,000.00
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
		\$	\$		\$
				<b>Total Payments</b>	<b>\$18,000.00</b>

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.

3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.

4. CHECK ONE: ☒ Debtor is at or under median income. If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.

☐ Debtor is over median income. Debtor calculates that a minimum of \$0 must be paid to allowed unsecured creditors in order to comply with the Means Test.

#### **B. Additional Plan Funding From Liquidation of Assets/Other**

1. The Debtor estimates that the liquidation value of this estate is \$0. (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

Check one of the following two lines.

☒ No assets will be liquidated. If this line is checked, skip § 1.B.2 and complete § 1.B.3 if applicable.

☐ Certain assets will be liquidated as follows:

2. In addition to the above specified plan payments, Debtor shall dedicate to the plan proceeds in the estimated amount of \$ from the sale of property known and designated as \_\_\_\_\_. All sales shall be completed by \_\_\_\_\_, 20\_\_\_\_. If the property does not sell by the date specified, then the disposition of the property shall be as follows: \_\_\_\_\_.

3. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:

## **2. SECURED CLAIMS**

### **A. Pre-Confirmation Distributions.** *Check one.*

☐ None. If "None" is checked, the rest of § 2.A need not be completed or reproduced.

☒ Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment
CREDIT ACCEPTANCE	8681	\$30.00

1. The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.
2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this plan.

**B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one.**

☐ None. If "None" is checked, the rest of § 2.B need not be completed or reproduced. \

☒ Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
PNC MORTGAGE	125 Evergreen St, Hummelstown, PA 17036	6255

**C. Arrears (Including, but not limited to, claims secured by Debtor's principal residence). Check one.**

☐ None. If "None" is checked, the rest of § 2.C need not be completed or reproduced.

☒ The Trustee shall distribute to each creditor set forth below the amount of arrearages in the allowed proof of claim. If post-petition arrears are not itemized in an allowed claim, they shall be paid in the amount stated below. Unless otherwise ordered, if relief from the automatic stay is granted as to any collateral listed in this section, all payments to the creditor as to that collateral shall cease, and the claim will no longer be provided for under § 1322(b)(5) of the Bankruptcy Code:

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post-petition Arrears to be Cured	Estimated Total to be paid in plan
PNC MORTGAGE	125 Evergreen St, Hummelstown, PA 17036	Per allowed proof of claim \$15,000 estimated		Per allowed proof of claim

**D. Other secured claims (conduit payments and claims for which a § 506 valuation is not applicable, etc.)**

☐ None. If "None" is checked, the rest of § 2.D need not be completed or reproduced.

☒ The claims below are secured claims for which a § 506 valuation is not applicable, and can include: (1) claims that were either (a) incurred within 910 days of the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value; (2) conduit payments; or (3) secured claims not provided for elsewhere.

1. The allowed secured claims listed below shall be paid in full and their liens retained until retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code.

2. In addition to payment of the allowed secured claim, present value interest pursuant to 11 U.S.C. §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.

3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan
HUD/FHA	125 Evergreen St, Hummelstown, PA 17036	\$0.00		No Payments on Contingent Claim

**E. Secured claims for which a § 506 valuation is applicable.** *Check one.*

- ☐ None. If “None” is checked, the rest of § 2.E need not be completed or reproduced.
- ☒ Claims listed in the subsection are debts secured by property not described in § 2.D of this plan. These claims will be paid in the plan according to modified terms, and liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as “\$0.00” or “NO VALUE” in the “Modified Principal Balance” column below will be treated as an unsecured claim. The liens will be avoided or limited through the plan or Debtor will file an adversary or other action (select method in last column). To the extent not already determined, the amount, extent or validity of the allowed secured claim for each claim listed below will be determined by the court at the confirmation hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversary or Other Action
CREDIT ACCEPTANCE	2012 Toyota Prius	\$3,818.00	3.25%	\$4,141.00	Cramdown

**F. Surrender of Collateral.** *Check one.*

- ☒ None. If “None” is checked, the rest of § 2.F need not be completed or reproduced.

**G. Lien Avoidance. Do not use for mortgages or for statutory liens, such as tax liens.** *Check one.*

- ☒ None. If “None” is checked, the rest of § 2.G need not be completed or reproduced.

**3. PRIORITY CLAIMS.**

**A. Administrative Claims**

1. Trustee's Fees. Percentage fees payable to the Trustee will be paid at the rate fixed by the United States Trustee.

2. Attorney's fees. Complete only one of the following options:

a. In addition to the retainer of \$0.00 already paid by the Debtor, the amount of \$4,000.00 in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2(c); or

b. \$\_\_\_\_\_ per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the compensation approved by the Court pursuant to L.B.R. 2016-2(b).

3. Other. Other administrative claims not included in §§ 3.A.1 or 3.A.2 above. *Check one of the following two lines.*

☒ None. If "None" is checked, the rest of § 3.A.3 need not be completed or reproduced.

**B. Priority Claims (including, certain Domestic Support Obligations**

Allowed unsecured claims entitled to priority under § 1322(a) will be paid in full unless modified under §9.

Name of Creditor	Estimated Total Payment
IRS	\$2,828.76

**C. Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. §507(a)(1)(B).** *Check one of the following two lines.*

☒ If "None" is checked, the rest of § 3.C need not be completed or reproduced.

**4. UNSECURED CLAIMS**

**A. Claims of Unsecured Nonpriority Creditors Specially Classified.** *Check one of the following two lines.*

☒ None. If "None" is checked, the rest of § 4.A need not be completed or reproduced.

**B. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after payment of the other classes.**

**5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** *Check one of the following two lines.*

☒ None. If "None" is checked, the rest of § 5 need not be completed or reproduced.

**6. VESTING OF PROPERTY OF THE ESTATE.**

**Property of the estate will vest in the Debtor upon**

*Check the applicable line:*

☐ plan confirmation.

☐ entry of discharge.

☒ closing of case:

**7. DISCHARGE:** (Check one)

☒ The debtor will seek a discharge pursuant to § 1328(a).

☐ The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).

**8. ORDER OF DISTRIBUTION:**

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.

Payments from the plan will be made by the Trustee in the following order:

Level 1: Adequate protection payments.

Level 2: Debtor's attorney's fees.

Level 3: Domestic Support Obligations.

Level 4: Secured claims, pro rata.

Level 5: Priority claims, pro rata.

Level 6: Specially classified unsecured claims.

Level 7: General unsecured claims.

Level 8: Untimely filed unsecured claims to which the debtor has not objected.

*If the above Levels are filled in, the rest of § 8 need not be completed or reproduced.*

**9. NONSTANDARD PLAN PROVISIONS**



**Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)**

- (1) Claim amounts: The amounts of the claims listed in the plan and schedules are estimated amounts and are not admissions by the Debtors as to the amount(s) owed.
- (2) Property surrendered under Section 2 F. shall be surrendered in full satisfaction of creditors' claims.

(3) Lien Releases.

(a) Personal Property: Upon the satisfaction, completion of cramdown payment, or other discharge of a security interest in a motor vehicle, mobile home, or in any other personal property of this estate in bankruptcy for which ownership is evidenced by a certificate of title, the secured party shall within thirty (30) days after the entry of the discharge order or demand execute a release of its security interest on the said title or certificate, and mail or deliver the certificate or title and release to the Debtor or to the attorney for the Debtor. Confirmation of this plan shall impose an affirmative and direct duty on each such secured party to comply with this provision.

(b) Real Property: Upon the, completion of cramdown payment, strip off, or other discharge of a security interest in real property, the secured party shall within sixty (60) days after the entry of the discharge order file a satisfaction piece or release of its security interest in the office of the Recorder of Deeds for the county in which the real estate is located. Confirmation of this plan shall impose an affirmative and direct duty on each such secured party to comply with this provision.

(4) Confirmation of this Plan shall not bar the Debtor from:

- (a) filing objections to any claims;
- (b) amending his schedules to add a creditor who was omitted from his schedules and to amend this Plan to provide for the treatment of such creditor or any other creditor who failed to timely file a proof of claim;
- (c) seeking to avoid a lien under Section 522 of the Code or seeking the determination of the extent, validity and/or priority of any liens;
- (d) seeking a determination as to the dischargeability of any debt; or
- (e) selling any asset of his free and clear of liens and encumbrances.

/s/ Dorothy L. Mott, /s/ Kara K. Gendron

\_\_\_\_\_  
Dorothy L. Mott, Kara K. Gendron  
Attorneys for Debtor(s)

/s/ William Bennett Gourley  
Debtor

/s/ Kathleen Denise Gourley  
Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9